

Memorandum of Understanding

合作备忘录

Date: 14th September 2018

Shanghai Win-Chain Supply Chain Management Co.,Ltd. (Party A) of Room 508, Bidg C, 999 Jinzhong Rd, Shanghai 200335, P.R.China, Email: N/A, Phone Number:+86 021 52196961.

甲方：上海云象供应链管理有限公司

The Crown in Right of Tasmania (represented by the Department of State Growth) (Party B) of 4 Salamanca Place, Hobart 7000, Tasmania, Australia, Email: trade@stategrowth.tas.gov.au, Phone Number: 1800 030 688.

乙方：塔斯马尼亚州政府经济发展部

Preamble

The intent of this Memorandum of Understanding (MOU) is to establish a cooperation mechanism to improve the international market competitiveness of Tasmanian fresh food products and the Shanghai Win-Chain Supply Chain.

The parties wish to record certain non-legally commitments as set out in this MOU.

序言

本合作备忘录的目的是建立一个合作机制，以提高塔斯马尼亚生鲜食品和上海云象供应链管理有限公司的国际市场竞争力。

各方希望记录某些非法律的承诺在此合作备忘录中。

Clause 1 – Status of this MOU

第一条-关于此合作备忘录

The parties acknowledge and agree that nothing contained in this MOU is to give rise to:

双方承认并同意本合作备忘录中没有任何内容引起：

- 1) Legally enforceable rights and obligations as between the parties; and
当事人双方法律上的权利和义务；和
- 2) Any legal liability of any kind as between the parties.
当事人双方的任何法律责任

Clause 2 –non-legally binding commitments

条款二-不具法律约束力的承诺

1.1 During the term of cooperation, it is the intention of Party B to:

在合作期间，乙方同意：

- 1) Provide publically available information to Party A on Tasmania' s agricultural and fresh food sectors, products and companies to help guide Party A' s future purchasing and investment plans in Tasmania.

向甲方提供关于塔斯马尼亚农业和生鲜食品行业、产品和公司提供公开的信息，以指导甲方在塔斯马尼亚的未来采购和投资计划。

- 2) Make the best efforts to have Tasmanian companies to visit Party A' s website (www. Winchaingroup.com) and enlist as many Tasmanian companies as possible for Party A' s International Supplier Information Platform (<https://intlsrcm.yiguo.com/>), given the companies meet the criteria and methods set up in accordance with Party A' s rules and premises.

根据甲方的选择标准和方法，尽最大的努力争取塔斯马尼亚公司访问甲方网站（www. Winchaingroup.com）以及登录甲方国际供应商信息平台（<https://intlsrcm.yiguo.com/>）输入公司和商品信息。

- 3) Make the best effort to plan and organize online training sessions about Tasmanian fresh food industry, partnering with Party A, in order to support each other' s training programs.

与甲方合作，尽最大的努力策划和组织关于塔斯马尼亚生鲜食品行业的在线培训课程，以支持双方的培训计划。

- 4) Make the best efforts to facilitate an inbound delegation tour for Party A to visit export ready Tasmanian suppliers.

尽最大的努力促进入境代表团赴甲方参观准备好出口的塔斯马尼亚供应商。

- 5) Make the best efforts to provide information to Party A for promotional activities in China related to Tasmanian products, facilitate introductions of Party A to relevant Tasmanian companies and industry associations.

尽最大的努力向甲方提供信息为了有关塔斯马尼亚产品在中国的推广，促进甲方与塔斯马尼亚相关公司和行业协会进行介绍。

1.2 During the term of cooperation, Party A intends to:

在合作期间，甲方同意：

- 1) To provide Party B with a list of the sectors of interest in order for Party A to develop a purchasing and investment plan.

向乙方提供有关部门的清单，以指导甲方制定采购和投资计划。

- 2) To review company information in the International Supplier Information Platform (<https://intlsrcm.yiguo.com/>) on a regular basis and provide feedback to interested Tasmanian companies in regards to potential interest and business opportunities.

定期审查国际供应商信息平台(<https://intlsrcm.yiguo.com/>)中的公司信息，并就潜在商业合作意向的塔斯马尼亚公司定期提供反馈。

- 3) Make the best effort to plan and organize online training sessions about Chinese fresh food landscape and e-commerce, partnering with Party B, in order to support each other' s training programs.

与乙方合作，尽最大的努力策划并组织有关中国生鲜食品概况和电子商务的在线培训课程，以支持双方的培训项目。

- 4) Promote Tasmanian products to enhance exposure in Party A' s existing channel.

推广塔斯马尼亚产品，增强在甲方现有渠道的曝光率

Clause 3 – Other

条款三-其他

- 1) It is the intention of the parties that the parties will work together for a period of three years from the date of this MOU.

缔约双方的意向合作时间将从本合作备忘录日起未来的三年。

- 2) This Memorandum is written in both English and Chinese languages versions. In the event of any inconsistency between different language versions of the Memorandum, the Chinese version shall prevail.

本备忘录是用中英文两种文字写成的。在备忘录的不同语言版本之间有任何不一致时，以中文版本为准。

- 3) This MOU is intended to be governed by the law of Tasmania, Australia, if, and to the extent that it becomes necessary to determine its legal effect.

本合作备忘录旨在受澳大利亚塔斯马尼亚的法律管辖，如果必须确定其法律效力。

Executed by the parties as a non-legally binding memorandum of understanding.

当事人作为不具法律约束力的合作备忘录执行。

【The following page is intentionally left for stamps and signatures only.】

【以下无正文，为签署页】

Party A (Stamp): Shanghai Win-Chain Supply Chain Management Co.,Ltd.

甲方 (盖章): 上海云象供应链管理有限公司

Authorized Representative (Signature): Charley XU

授权代表 (签字): 徐传昕

Contact Number: +86-18964035479

联系电话:

Email Address: charleyxu@winchaingroup.com

电子邮箱:

Executed for and on behalf of **Party B by Erin Buttermore, Director Trade and International Relations of Department of State Growth** in the presence of the witness named below:

乙方 (盖章): 塔斯马尼亚州经济发展部

Authorized Representative (Signature):

授权代表 (签字): 艾琳·芭特莫

Witness signature:

Witness print name and position: The Hon Will Hodgman MP, Premier and Minister for Trade
Tasmania 塔斯马尼亚州长威尔·霍吉曼阁下见证

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